

OWNERS’ STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE CONSENT TO THE MAKING AND FILING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE SYMBOL LINE.

WE HEREBY OFFER FOR DEDICATION TO CITY OF MILPITAS FOR PUBLIC USE FOR OPERATION, ALTERATION, RELOCATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL PUBLIC SERVICE FACILITIES AND THEIR APPURTENANCES, OVER, UNDER, ALONG, AND ACROSS THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1. EASEMENTS FOR PUBLIC SERVICE, UTILITY, AND SIDEWALK EASEMENT PURPOSES (PSUSE).
- 2. EASEMENTS FOR PUBLIC SERVICE AND UTILITY EASEMENT (PSUE).
- 3. EASEMENTS FOR EMERGENCY VEHICLE ACCESS EASEMENT (EVAE).
- 4. "PARCEL E" FOR PUBLIC STREET AND UTILITY PURPOSES.

THE ABOVE MENTIONED EASEMENTS (PSUSE), (PSUE) AND (EVAE) SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT PUBLIC SERVICE AND PUBLIC UTILITY STRUCTURES AND THEIR APPURTENANCES, IRRIGATION SYSTEMS, LAWFUL FENCES, AND THE MONTAGUE EXPRESSWAY PEDESTRIAN OVER CROSSING AND ASSOCIATED IMPROVEMENTS. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

WE HEREBY RETAIN FOR THE PRIVATE USE OF THE LOT OWNERS WITHIN THIS SUBDIVISION, THEIR LICENSEES, VISITORS AND TENANTS, WITH MAINTENANCE THEREOF BY THE HOMEOWNERS ASSOCIATION AS STATED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CREATED FOR "TRACT 10305, THE EDGE", THE FOLLOWING:

- 1. EASEMENTS FOR PRIVATE SERVICES AND UTILITY EASEMENT PURPOSES (PRUE), INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF SIDEWALKS, CONDUITS FOR STORM DRAINS, SANITARY SEWERS, WATER LINES, AND THEIR APPURTENANCES.
- 2. THE STREETS LABELED AS (PRIVATE) WITHIN THE DISTINCTIVE BOUNDARY LINE OF THIS MAP, SHOWN AS "PARCEL B" DESIGNATED "MERIDIAN PLACE" AND "PARCEL C" DESIGNATED "BORDER WAY".

SAID (PRUE) AND (PRIVATE) STREETS EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, ALL LAWFUL UNSUPPORTED BUILDING OVERHANGS, AND THE MONTAGUE EXPRESSWAY PEDESTRIAN OVER CROSSING AND ASSOCIATED IMPROVEMENTS. UNOBSTRUCTED CONTINUOUS ACCESS SHALL BE MAINTAINED AT ALL TIMES.

THE DESIGNATED PRIVATE STREETS ON THIS MAP ARE NOT PART OF THE CITY OF MILPITAS STREET SYSTEM AND ARE NOT ACCEPTED FOR PUBLIC MAINTENANCE.

ALL WATER, SANITARY SEWER, AND STORM DRAIN UTILITIES WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ARE PRIVATELY OWNED AND MAINTAINED BY THE OWNER, OR THEIR ASSIGNED. ALL DRY UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE, ETC.) WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ARE OWNED AND MAINTAINED BY THE RESPECTIVE UTILITY COMPANY.

WE HEREBY STATE THAT THE FOLLOWING PARCELS SHALL BE DEDICATED FOR PUBLIC PURPOSES BY SEPARATE INSTRUMENT.

- 1. "PARCEL A", AND "PARCEL D" FOR PUBLIC PURPOSES.

OWNERS:

LAGO VISTA MILPITAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

ITS: _____

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } ss.
COUNTY OF _____

ON _____, 2016, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

TRUSTEE STATEMENT

WE, FIRST AMERICAN TITLE COMPANY, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST RECORDED APRIL 1, 2016 AS DOCUMENT NO. 23263592, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, DOES HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP, "TRACT 10305, THE EDGE", AND JOINS IN ALL DEDICATIONS THEREON.

IN WITNESS HEREOF, THE UNDERSIGNED HAS EXECUTED THIS STATEMENT ON _____, 2016 BY ITS DULY AUTHORIZED OFFICERS AS TRUSTEE: FIRST AMERICAN TITLE COMPANY

BY: _____

NAME: _____

ITS: _____

TRUSTEE ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } ss.
COUNTY OF _____

ON _____, 2016, BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY’S SIGNATURE: _____
NAME OF NOTARY (PLEASE PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SOILS REPORT

A SOILS REPORT ON THIS PROPERTY HAS BEEN PREPARED BY T. MAKDISSY CONSULTING INC, ENTITLED GEOTECHNICAL INVESTIGATION, DATED FEBRUARY 23, 2015, AND FILED WITH THE CITY OF MILPITAS.

AGREEMENTS OF RECORD

- 1. J332 OR 1712 – LANDSCAPE MAINTENANCE
- 2. DOC #22492828 – DENSITY AGREEMENT
- 3. DOC #22976389 – DENSITY AGREEMENT

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF LAGO VISTA MILPITAS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY. IT IS BASED ON FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION COMPLETED IN APRIL 2015, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP COMPLIES WITH THE CITY OF MILPITAS ORDINANCE AND PROCEDURES AND THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE AUGUST 2018, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE FINAL MAP, AND IS TECHNICALLY CORRECT.

SIGNED: _____ DATE _____
BRYAN PIERCE, PLS 8859
EXPIRES: 12–31–2017

CITY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

SIGNED: _____ DATE _____
LORI MAY WEIS P.L.S.
ACTING CITY SURVEYOR, CITY OF MILPITAS
MOTT MACDONALD
P.L.S. 8803
EXPIRES: 12–31–2016

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN MAP; THAT THE SUBDIVISION AS SHOWN THEREIN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; AND THAT THIS SUBDIVISION COMPLIES WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP.

SIGNED: _____ DATE _____
STEVEN MACHIDA, P.E.
CITY ENGINEER, CITY OF MILPITAS
R.C.E. NO. 38441
EXPIRES: 3–31–2017

CITY CLERK’S CERTIFICATE

I, MARY LAVELLE, CITY CLERK OF THE CITY OF MILPITAS, CALIFORNIA, HEREBY CERTIFY THAT SAID CITY COUNCIL (OR THE PLANNING COMMISSION OF THE CITY OF MILPITAS ON BEHALF OF SAID CITY COUNCIL), AS GOVERNING BODY OF SAID CITY AT A REGULAR MEETING HELD ON _____, 20____, HAS TAKEN THE FOLLOWING ACTIONS:

- 1. APPROVED THIS FINAL MAP "TRACT 10305, THE EDGE".
- 2. ACCEPTED, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC THOSE PARCELS OF LAND OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF OFFER OF DEDICATION TO WIT:
 - a.) EASEMENTS FOR PUBLIC SERVICE, UTILITY, AND SIDEWALK EASEMENT PURPOSES (PSUSE).
 - b.) EASEMENTS FOR PUBLIC SERVICE AND UTILITY EASEMENT (PSUE).
 - c.) EASEMENTS FOR EMERGENCY VEHICLE ACCESS EASEMENT (EVAE).
 - d.) "PARCEL E" FOR PUBLIC STREET AND UTILITY PURPOSES.

AND NOT ACCEPTED AT THIS TIME, ON BEHALF OF THE PUBLIC:

- 1. EASEMENTS FOR PRIVATE SERVICES AND UTILITY EASEMENT PURPOSES (PRUE), INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF SIDEWALKS, CONDUITS FOR STORM DRAINS, SANITARY SEWERS, WATER LINES, AND THEIR APPURTENANCES.
- 2. THE STREETS LABELED AS (PRIVATE) WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP, SHOWN AS "PARCEL B" DESIGNATED "MERIDIAN PLACE" AND "PARCEL C" DESIGNATED "BORDER WAY".
- 3. "PARCEL A" AND "PARCEL D" FOR PUBLIC PURPOSES.

DATED: _____ MARY LAVELLE
CITY CLERK, CITY OF MILPITAS

RECORDER’S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN BOOK OF MAPS _____, AT PAGES _____, SERIES NUMBERS _____, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

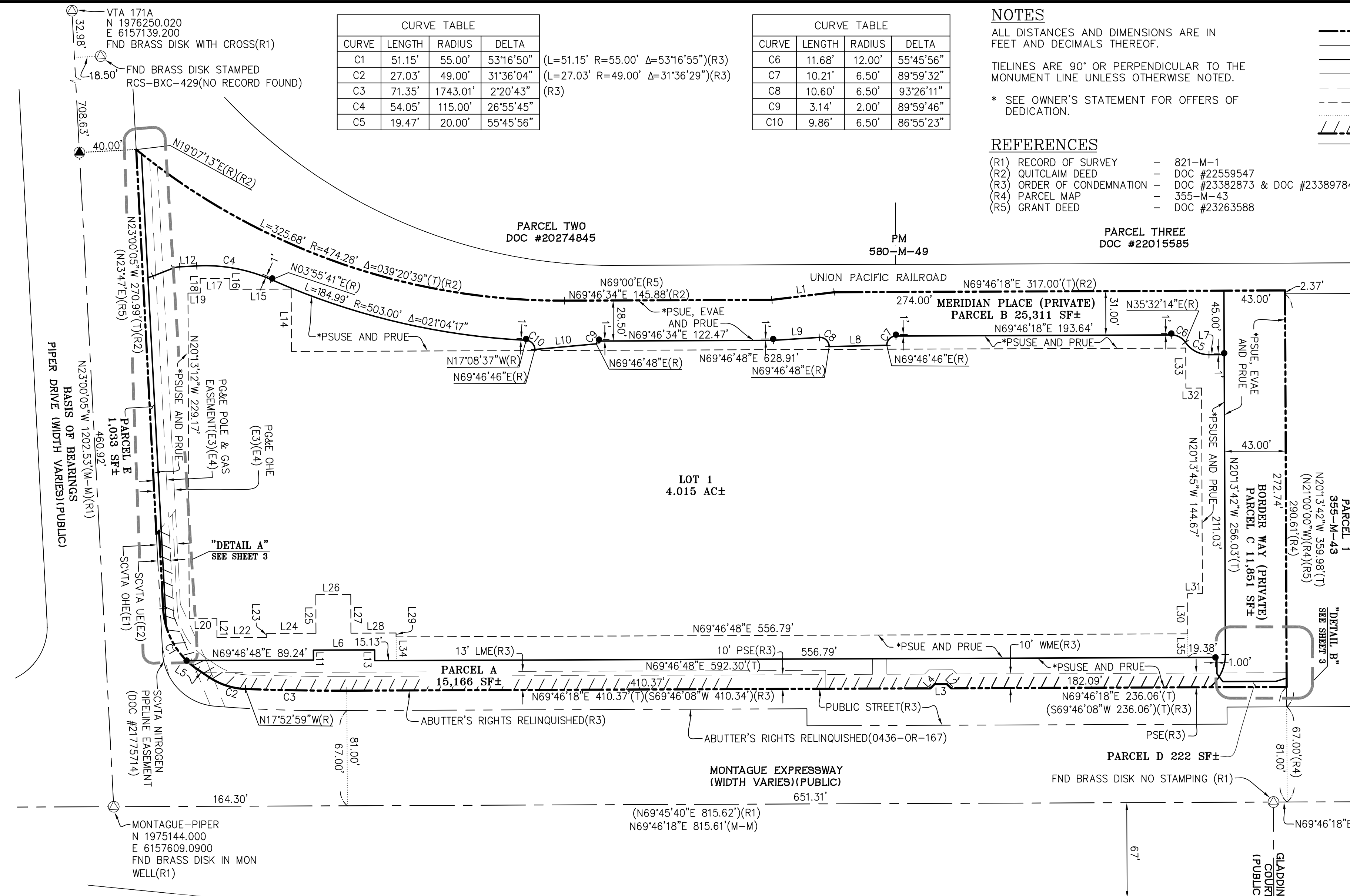
FEE: _____ REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
BY _____ DEPUTY

TRACT 10305
THE EDGE

CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING ALL THE LANDS DESCRIBED IN THE GRANT DEED RECORDED JUNE 19, 2016 AS DOCUMENT NO. 23371510 AND A PORTION OF THE LANDS DESCRIBED IN THE GRANT DEED RECORDED APRIL 1, 2016 AS DOCUMENT NO. 23263588, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI–JENSEN–AZAR
8055 Camino Arroyo, Gilroy, CA 95020



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	51.15'	55.00'	53°16'50"
C2	27.03'	49.00'	31°36'04"
C3	71.35'	1743.01'	2°20'43"
C4	54.05'	115.00'	26°55'45"
C5	19.47'	20.00'	55°45'56"

(L=51.15' R=55.00' Δ=53°16'55")(R3)
(L=27.03' R=49.00' Δ=31°36'29")(R3)
(R3)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C6	11.68'	12.00'	55°45'56"
C7	10.21'	6.50'	89°59'32"
C8	10.60'	6.50'	93°26'11"
C9	3.14'	2.00'	89°59'46"
C10	9.86'	6.50'	86°55'23"

NOTES

ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

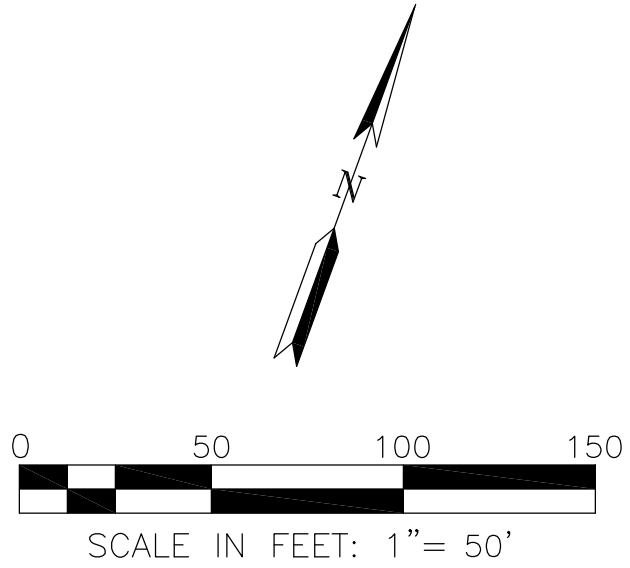
* SEE OWNER'S STATEMENT FOR OFFERS OF DEDICATION.

REFERENCES

(R1) RECORD OF SURVEY - 821-M-1
(R2) QUITCLAIM DEED - DOC #22559547
(R3) ORDER OF CONDEMNATION - DOC #23382873 & DOC #23389784
(R4) PARCEL MAP - 355-M-43
(R5) GRANT DEED - DOC #23263588

LEGEND

-----	BOUNDARY (DISTINCTIVE SYMBOL LINE)
-----	EXISTING LOT LINE
-----	NEW LOT LINE
-----	MONUMENT LINE/CENTERLINE
-----	EXISTING EASEMENT LINE
-----	NEW EASEMENT LINE
-----	TIE LINE
-----	ABUTTER'S RIGHTS RELINQUISHED
-----	FORMER BOUNDARY LINE
●	FOUND STANDARD CITY MONUMENT
●	STANDARD CITY MONUMENT, PLS 8859 TO-BE-SET
●	NAIL AND TAG, PLS 8859 TO-BE-SET
●	DOCUMENT
●	FOUND
●	IRON PIPE
●	MONUMENT
●	EMERGENCY VEHICLE ACCESS EASEMENT
●	PUBLIC SERVICE AND UTILITY EASEMENT
●	PSUE
●	PSUSE
●	PRUE
●	OHE
●	PSE
●	WME
●	LME
●	UE
●	SCVTA
(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
()	RECORD DATA



EASEMENT REFERENCES

(E1) DOC #21775715
(E2) DOC #21775713
(E3) DOC #21945327
(E4) DOC #21945328

BASIS OF BEARINGS

THE GRID BEARING OF N23°00'05"W BETWEEN THE MONUMENT DESIGNATED "VTA 171A" AT THE END OF PIPER DRIVE AND THE MONUMENT LOCATED AT THE INTERSECTION OF PIPER DRIVE WITH MONTAGUE EXPRESSWAY, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED DECEMBER 7, 2007 IN BOOK 821 OF MAPS, AT PAGES 1 THROUGH 51, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THE PURPOSES OF THIS MAP.

THE CALIFORNIA STATE PLANE COORDINATE VALUES, NAD83 ZONE 3, EPOCH 1998.50, FOR THE MONUMENTS ARE AS FOLLOWS:

	NORTHING	EASTING
VTA 171A	1976250.920	6157139.200
MONTAGUE-PIPER	1975144.0000	6157609.0900

LINE TABLE		
LINE	BEARING	DIST
L1	N63°02'18"E	44.31'
L2	N65°13'42"W	4.24'
L3	N69°46'18"E	8.49'
L4	N24°46'18"E	4.24'
L5	N76°16'55"W	9.75'
L6	N69°46'18"E	43.02'
L7	N69°46'18"E	10.68'
L8	N68°43'17"E	40.52'
L9	N66°20'37"E	32.49'
L10	N64°47'42"E	43.35'
L11	N20°13'42"W	6.98'
L12	N66°59'55"E	11.98'

(R2)
(N65°13'52"W 4.24')(R3)
(S69°46'08"W 8.49')(R3)
(S24°46'08"W 4.24')(R3)
(N76°17'05"W 9.74')(R3)

LINE TABLE		
LINE	BEARING	DIST
L13	N20°13'12"W	7.58'
L14	N20°13'12"W	43.91'
L15	N69°46'46"E	43.14'
L16	N20°13'42"W	7.74'
L17	N69°46'18"E	20.83'
L18	N20°13'42"W	10.25'
L19	N69°46'48"E	8.66'
L20	N69°46'48"E	19.44'
L21	N20°13'42"W	13.25'
L22	N69°46'48"E	35.00'
L23	N20°13'12"W	2.71'
L24	N69°46'18"E	34.67'

LINE TABLE		
LINE	BEARING	DIST
L25	N20°13'12"W	27.17'
L26	N69°46'48"E	24.57'
L27	N20°12'18"W	27.22'
L28	N69°46'30"E	31.77'
L29	N20°13'12"W	2.71'
L30	N20°13'42"W	28.22'
L31	N69°46'48"E	10.38'
L32	N69°46'37"E	11.04'
L33	N20°13'32"W	28.16'
L34	N20°13'12"W	16.69'
L35	N20°13'42"W	16.69'

TRACT 10305 THE EDGE

CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

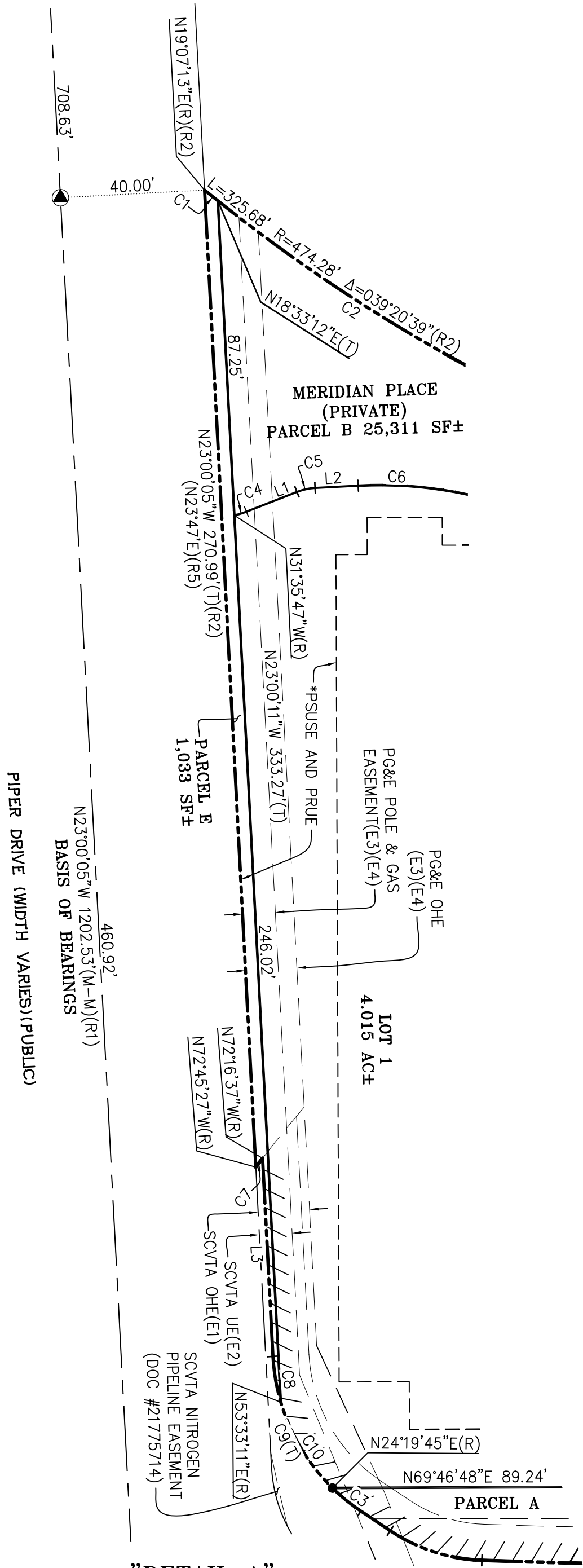
BEING ALL THE LANDS DESCRIBED IN THE GRANT DEED RECORDED JUNE 19, 2016 AS DOCUMENT NO. 23371510 AND A PORTION OF THE LANDS DESCRIBED IN THE GRANT DEED RECORDED APRIL 1, 2016 AS DOCUMENT NO. 23263588, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

AUGUST 2016

JOB #132003

SHEET 2 OF 3 SHEETS



"DETAIL A"
1"=30'

NOTES

ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

TIELINES ARE 90° OR PERPENDICULAR TO THE MONUMENT LINE UNLESS OTHERWISE NOTED.

* SEE OWNER'S STATEMENT FOR OFFERS OF DEDICATION.

REFERENCES

(R1) RECORD OF SURVEY - 821-M-1
(R2) QUITCLAIM DEED - DOC #22559547
(R3) ORDER OF CONDEMNATION - DOC #23382873 & DOC #23389784
(R4) PARCEL MAP - 355-M-43
(R5) GRANT DEED - DOC #23263588

BASIS OF BEARINGS

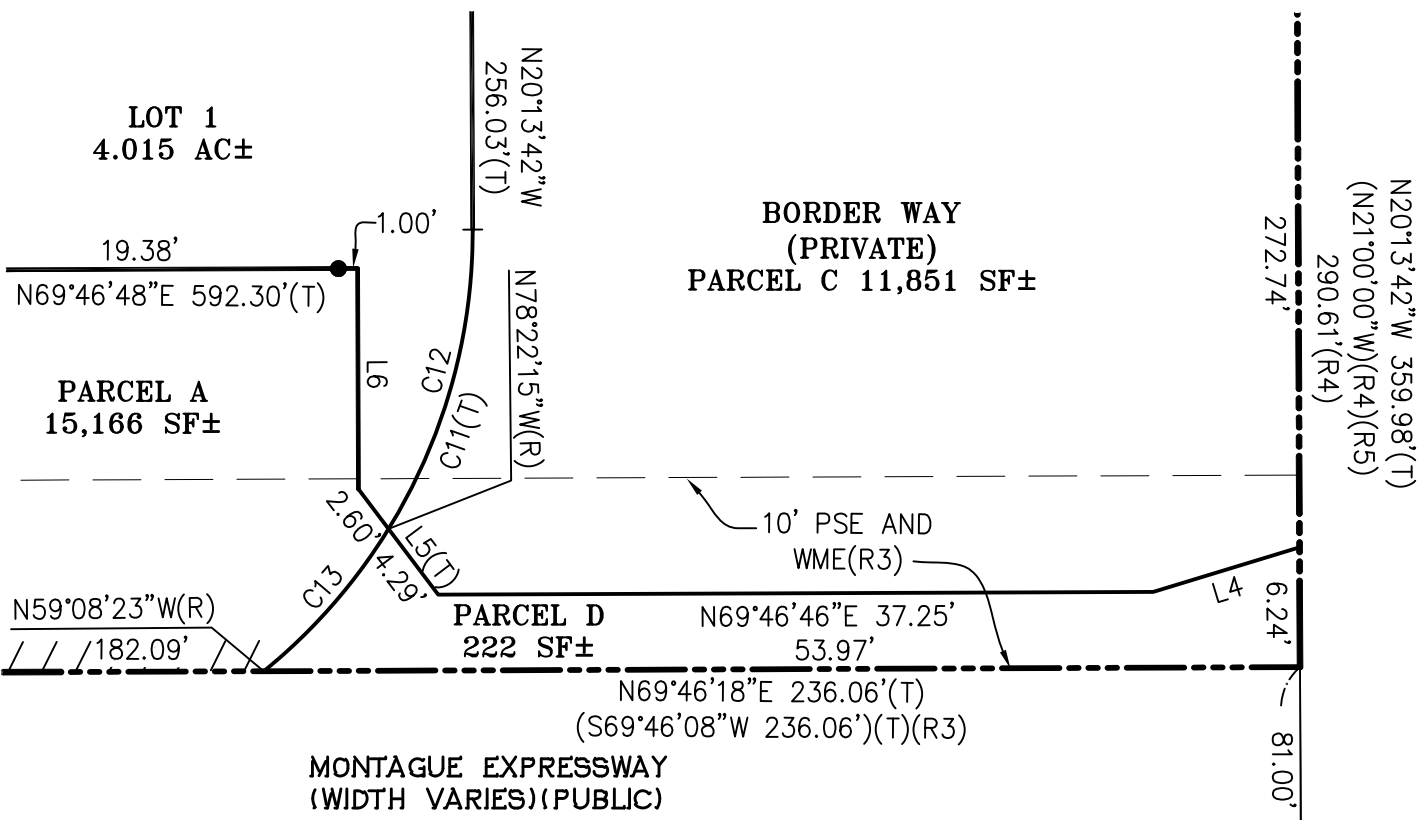
THE GRID BEARING OF N23°00'05"W BETWEEN THE MONUMENT DESIGNATED "VTA 171A" AT THE END OF PIPER DRIVE AND THE MONUMENT LOCATED AT THE INTERSECTION OF PIPER DRIVE WITH MONTAGUE EXPRESSWAY, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED DECEMBER 7, 2007 IN BOOK 821 OF MAPS, AT PAGES 1 THROUGH 51, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, WAS USED AS THE BASIS OF BEARINGS FOR THE PURPOSES OF THIS MAP.

THE CALIFORNIA STATE PLANE COORDINATE VALUES, NAD83 ZONE 3, EPOCH 1998.50, FOR THE MONUMENTS ARE AS FOLLOWS:

	NORTHING	EASTING
VTA 171A	1976250.920	6157139.200
MONTAGUE--PIPER	1975144.0000	6157609.0900

LINE TABLE		
LINE	BEARING	DIST
L1	N48°33'49"E	15.04'
L2	N66°59'55"E	11.98'
L3	N23°00'05"W	54.96'
L4	N53°01'02"E	7.97'
L5	N57°02'32"W	6.89'
L6	N20°13'42"W	11.49'
L7	N69°46'18"E	10.68'

(N23°00'09"W 55.01')(R3)



"DETAIL B"
1"=10'

LEGEND

-----	BOUNDARY (DISTINCTIVE SYMBOL LINE)
-----	EXISTING LOT LINE
-----	NEW LOT LINE
-----	MONUMENT LINE/CENTERLINE
-----	EXISTING EASEMENT LINE
-----	NEW EASEMENT LINE
-----	TIE LINE
-----	ABUTTER'S RIGHTS RELINQUISHED
-----	FORMER BOUNDARY LINE
-----	FOUND STANDARD CITY MONUMENT
-----	STANDARD CITY MONUMENT, PLS 8859 TO--BE--SET
-----	NAIL AND TAG, PLS 8859 TO--BE--SET
-----	DOCUMENT
-----	FOUND
-----	IRON PIPE
-----	MONUMENT
-----	EMERGENCY VEHICLE ACCESS EASEMENT
-----	PUBLIC SERVICE AND UTILITY EASEMENT
-----	PUBLIC SERVICE, UTILITY, AND SIDEWALK EASEMENT
-----	PRIVATE SERVICES AND UTILITY EASEMENT
-----	OVERHANG EASEMENT
-----	PUBLIC SERVICE EASEMENT
-----	WALL MAINTENANCE EASEMENT
-----	LANDSCAPING MAINTENANCE EASEMENT
-----	UTILITY EASEMENT
-----	SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
-----	MONUMENT TO MONUMENT
-----	TOTAL DIMENSION
-----	RADIAL BEARING
-----	RECORD DATA

EASEMENT REFERENCES

(E1) DOC #21775715
(E2) DOC #21775713
(E3) DOC #21945327
(E4) DOC #21945328

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	4.69'	474.28'	0°34'01"
C2	320.99'	474.28'	38°46'37"
C3	10.19'	55.00'	10°36'40"
C4	3.52'	20.50'	9°50'24"
C5	5.15'	16.00'	18°26'06"
C6	54.05'	115.00'	26°55'45"
C7	3.08'	367.25'	0°28'50"
C8	12.91'	55.00'	13°26'44"
C9	51.15'	55.00'	53°16'50"
C10	28.05'	55.00'	29°13'26"
C11	26.30'	29.50'	51°05'19"
C12	16.40'	29.50'	31°51'27"
C13	9.90'	29.50'	19°13'52"

(L=3.07' R=367.23' Δ=0°28'47")(R3)

TRACT 10305 THE EDGE

CITY OF MILPITAS
SANTA CLARA COUNTY, CALIFORNIA

BEING ALL THE LANDS DESCRIBED IN THE GRANT DEED RECORDED JUNE 19, 2016 AS DOCUMENT NO. 23371510 AND A PORTION OF THE LANDS DESCRIBED IN THE GRANT DEED RECORDED APRIL 1, 2016 AS DOCUMENT NO. 23263588, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

AUGUST 2016

JOB #132003

SHEET 3 OF 3 SHEETS

Subdivider(s): LAGO VISTA MILPITAS, LLC
Subdivision Name: THE EDGE – 765 MONTAGUE EXPWY

Private Job Account No.: 2909
Improvement Plan No.: 2-1214
Tract Map No.: 10305
Council Approval Date: 9/06/16

CITY OF MILPITAS
SUBDIVISION IMPROVEMENT AGREEMENT

This AGREEMENT, executed this _____ day of _____ 2016, at Milpitas, California, is by and between the CITY OF MILPITAS, a municipal corporation of the State of California, (hereafter referred to as “CITY”); and LAGO VISTA MILPITAS, LLC, a California Limited Liability Company (hereafter referred to as “SUBDIVIDER”).

RECITALS

- A. SUBDIVIDER desires to subdivide certain land in the CITY in accordance with a final map filed with the Milpitas City Council, marked and designated as Tract No. 10305 (the “Subdivision”).
- B. The Subdivision shows certain easements which are offered for dedication for public use.

NOW, THEREFORE, in consideration of the mutual covenants terms and conditions herein contained, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. SUBDIVIDER shall at its sole cost and expense, construct all those certain improvements listed in **Improvement Plan No. 2-1214** (“Improvement Plan”) and specifications, which includes setting survey monuments and identified by Private Job Account No. 2909 (and any subsequent accounts created for this Subdivision, hereby referred to and made a part hereof the same as if set forth at length herein), and as set forth in the conditions of approval for the Subdivision. SUBDIVIDER agrees that any design changes to the Improvement Plan may necessitate CITY approval.
- 2. SUBDIVIDER shall also at its sole cost and expense, construct sidewalk, tree wells and street lights along the SUBDIVIDER’s frontage of Piper Drive and associated amenities. All improvements shall be accepted by the CITY upon completion and as shown on City approved plans.
- 3. No improvement work shall be undertaken by SUBDIVIDER until all plans and specifications have received approval by the City Engineer, in writing, nor shall any change be made in said plans and specifications or in the work of improvement to be done under them without the prior written approval of the City Engineer or his/her designee.
- 4. SUBDIVIDER shall construct said improvements and said construction is subject to the inspection of and to the satisfaction of the CITY.

5. SUBDIVIDER shall construct said improvements in accordance with the requirements set forth in said Improvement Plan referred to above, all applicable local, state, and federal codes, ordinances, resolutions and orders of CITY enacted or adopted by said City Council as amended or revised as of the date hereof, and governing statutes of the State of California or of the United States of America.
6. SUBDIVIDER shall carry out and shall cause its contractors to carry out construction of the said improvements in conformity with all applicable laws and regulations, including without limitation, all applicable federal and state labor laws and standards. To the extent applicable to **LAGO VISTA MILPITAS, LLC, a California Limited Liability Company** and its subcontractors and agents, shall comply with California Labor Code Section 1720 et seq. and regulations adopted pursuant thereto ("**Prevailing Wage Laws**") and shall be responsible for carrying out the requirements of such provisions.

SUBDIVIDER shall hereby indemnify, defend (with counsel approved by CITY), protect and hold harmless the indemnitees from and against any and all Claims whether known or unknown, and which directly or indirectly, in whole or in part, are caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, the payment or requirement of payment of prevailing wages, the failure to comply with any state or federal labor laws, regulations or standards in connection with this AGREEMENT, including but not limited to the Prevailing Wage Laws, or any act or omission of CITY or Developer related to this AGREEMENT with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that CITY does not, and shall not, waive any rights against Developer which they may have by reason of this indemnity and hold harmless AGREEMENT because of the acceptance by CITY, or Developer's deposit with CITY of any of the insurance policies described in this AGREEMENT.

7. All said improvements shall be completed and ready for final inspection by the CITY **within 36 months** of the date of execution of this AGREEMENT or **prior to first Certificate of Occupancy** for the Subdivision, whichever comes first. If SUBDIVIDER shall fail to complete the work required by this AGREEMENT within same time, CITY may, at its option, and after giving ten (10) days written notice thereof to SUBDIVIDER, complete the same and recover the full cost and expense thereof from SUBDIVIDER. Additionally, CITY may contact the surety bond companies and seek enforcement of any bonds securing this AGREEMENT.
8. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY as obligee in the penal sum of **Four Hundred Thousand Dollars (\$400,000.00)** conditioned upon the full and faithful performance of each of the terms, covenants, and conditions of this AGREEMENT and conditioned upon the full and faithful performance of any and all public improvement work required hereunder.
9. In the event that SUBDIVIDER fails to perform any obligation on its part to be performed hereunder, SUBDIVIDER shall pay all costs and expenses incurred by CITY in securing performance of such obligation, and if suit be brought by CITY to enforce this AGREEMENT, SUBDIVIDER, shall pay costs of suit and reasonable attorney's fees to be fixed by the Court.
10. Upon the execution of this AGREEMENT, SUBDIVIDER shall file and submit security to CITY, as obligee, in the penal sum of **Four Hundred Thousand Dollars (\$400,000.00)** insuring to the benefit of any contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the cost of labor and materials furnished in connection with any and all improvement work required hereunder.

11. SUBDIVIDER shall pay all costs for labor or materials in connection with the work of improvement hereunder.
12. Any faithful performance security required hereunder shall be reduced to ten percent (10%) of the security's original value for one (1) year after the date of final completion and initial acceptance of said work to fulfill the one-year maintenance guarantee period for said improvements.
13. Prior to commencing any work, SUBDIVIDER, shall obtain an Encroachment Permit from the Engineering Department and at SUBDIVIDER's sole cost and expense, provide CITY with a duplicate public general liability and automobile liability insurance policy with endorsements showing the CITY as additional insured which insures CITY, its officers and employees against liability for injuries to persons or property (with minimum coverage of \$1,000,000 for each person and \$1,000,000 for each occurrence and \$1,000,000 for property damage for each occurrence) in connection with work performed by, for or on behalf of SUBDIVIDER. Said Policy shall: (a) be issued by an insurance company authorized to transact business in the State of California; (b) be written on the Standard California Comprehensive General Liability Policy Form which includes, but not limited to property damage, and bodily injury; (c) be written on an occurrence basis; (d) require thirty (30) days prior written notice to CITY of cancellation or coverage reduction; (e) provide that it is full primary coverage so that if said CITY, its officers and employees have other insurance covered by said policy, said other insurance shall be excess insurance; (f) provide that said CITY; its officers and employees shall not be precluded from claim against other insured parties thereunder; (g) be maintained in effect until final acceptance of SUBDIVIDER's improvements. If SUBDIVIDER does not comply with the provisions of this paragraph, CITY may (at its election and in addition to other legal remedies) take out the necessary insurance, and SUBDIVIDER shall forthwith repay CITY the premium therefor.
14. SUBDIVIDER shall ensure that any general contractor engaged by the SUBDIVIDER for any work of improvement under this AGREEMENT will have:
 - a. In full force and effect, a Worker's Compensation Insurance as shown by a Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said Certificate shall state that there is in existence a valid policy of Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give CITY at least thirty (30) days prior written notice of the cancellation or coverage reduction of the policy.
 - or
 - b. In full force and effect, a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations and certified by him to be current, together with a Declaration under penalty of perjury in a form satisfactory to the City Attorney that said Certificate is in full force and effect and that the SUBDIVIDER or its general contractor shall immediately notify the CITY in writing in the event of its cancellation or coverage reduction at any time prior to the completion of all work of improvement.
15. SUBDIVIDER shall indemnify and save harmless CITY, City Council, City Engineer or any other officer or employee or agent of CITY from any and all costs, expenses, claims, liabilities or damages, known or unknown, to persons or property heretofore or hereafter arising out of or in any way connected with the act, omission or negligence of SUBDIVIDER, its officers, agents, employees, contractors or subcontractors or any officer, agent or employee thereof.

16. SUBDIVIDER shall comply with all conditions and notes of approval for this Subdivision, pay all fees, and costs and expenses incurred by CITY in connection with said Subdivision (including, but not limited to: office check of maps and improvement plans, field checking, staking and inspection of street monuments, construction water, wet taps, testing and inspection of improvement). SUBDIVIDER shall maintain a **Private Job Account No. 2909** (and any subsequent accounts created for this Subdivision) for this purpose with additional deposits as required by CITY.

Remainder of Page Intentionally Left Blank

- a. Estimated Engineering Fees to be paid upon execution of this AGREEMENT are as follows:

	Type of Fees and Deposits	City Account No.	Calculated Fee
1	Plan Review, Map Review and Inspection Deposit	PJ2909-13-2500	\$40,000.00
2	Improvement Reimbursement Fee	310-3614-xx70	N/A
3	Other Fees/Deposits	XXXX-XX-XXX	N/A
		Total =	\$40,000.00

- b. Estimated Engineering Fees to be paid at the time of building permit issuance:

	Type of Fee	City Account No.	Calculated Fee
1	Water Connection Fee (residential): 381 units @ \$1,164 per unit	402-3715	\$443,484.00
1A	Water Connection Fee (commercial): \$5.97/gpd @ 110gpd/ksf for new 8,190 sf area	402-3715	\$5,378.37
2	Water Connection Fee Credit: a credit with \$5.97/gpd @ 71.5gpd/ksf for previous use of 53,500sf industrial buildings		-\$22,836.74
3	Sewer Connection Fee (residential): 381 units @ \$1,406 per unit	452-3715	\$535,686.00
3A	Sewer Connection Fee (commercial): \$8.52/gpd WW discharge @ 110gpd/ksf for new 8,190sf area	452-3715	\$7,675.67
4	Sewer Connection Fee Credit: a credit with \$8.52/gpd @ 71.5gpd/ksf for previous use of 53,500sf industrial buildings		-\$32,591.13
5	Storm Drain Connection Fee (residential): 6.2 acres @ \$16,771 per acre	340-3711	\$103,980.20
5A	Storm Drain Connection Fee (commercial): based 8,190 sf new commercial area @ \$21,562 per acre	340-3711	\$4,312.40
6	Transit Area Specific Plan Impact Fees (residential): 381 units @ \$32,781 per unit	350-3718	\$12,489,561.00
6A	Transit Area Specific Plan Impact Fees (commercial): 5,459 sf @ \$22.80 per sf and 2,731 sf @ \$36.60 per sf	350-3718	\$224,419.80
7	Sewer Treatment Plant Fee	452-3714	N/A
	Sub-total		\$13,759,069.57
8	Permit Automation Fee (2.5% of total fees above)	505-3601	\$343,976.74
		TOTAL =	\$14,103,046.31

- c. Credits and/or Reimbursements due to SUBDIVIDER: Subdivider will receive certain fee credit in accordance with a separate Fee Credit AGREEMENT.

The above fees set forth in Section 16A and 16B are estimates only. The amount of fee to be paid in Section 18a and 18b shall be the amount in effect as approved by the City Council, at the time that full payment is made to the City. Full payment is due to the City at time of building permit issuance unless otherwise stated in this AGREEMENT.

17. Upon completion of the work and before City Initial Acceptance of the work thereof, SUBDIVIDER shall provide the City a complete Record Drawings showing all the changes from the original plan.

18. Any easement or right-of-way necessary for the completion of any of the improvements required of SUBDIVIDER shall be acquired by SUBDIVIDER at its sole cost and expense. In the event that eminent domain proceedings are necessary for the acquisition of any easement or right-of-way, SUBDIVIDER agrees that it will pay all engineering fees and costs, legal fees and costs, and other incidental costs sustained by CITY in connection with said eminent domain proceedings and any condemnation award and damages (including all costs awarded in said eminent domain proceedings). SUBDIVIDER further agrees that prior to the institution of any eminent domain proceedings and upon ten (10) days written notice from CITY. SUBDIVIDER will deposit such sums as are determined by City Council to be necessary to defray said fees, costs, awards, and damages.
19. SUBDIVIDER shall dedicate an easement for public purposes as shown on recorded Tract Map 10305.
20. CITY will accept on behalf of the public, the public easements offered for dedication upon completion and acceptance of public improvements, and will supply water for sale to and within said Subdivision, provided however, that as a condition precedent to said initial acceptance and to supplying water, SUBDIVIDER shall perform the covenants, terms and conditions of this AGREEMENT.
21. SUBDIVIDER shall have a City-approved Storm Water Control Plan (SWCP), including an Operation and Maintenance Plan (O&M Plan), prior to issuance of first building permit. SUBDIVIDER shall execute an Operation and Maintenance AGREEMENT (O&M AGREEMENT) and establish a Private Job Account in accordance with the O&M AGREEMENT prior to issuance of the last Certificate of Occupancy for the Subdivision.
22. This AGREEMENT shall be deemed to include any final conditions imposed by CITY upon the approval of the tentative and final maps related to public improvements of said Subdivision. All public improvements shall be constructed to the satisfaction of the City Engineer prior to issuance of the first Certificate of Occupancy for any residential unit in the Subdivision.
23. SUBDIVIDER shall, upon ten (10) days written notice from CITY, immediately remedy, restore, repair or replace, at its sole expense and to the satisfaction of City Engineer, all defects, damages or imperfections due to or arising from faulty materials or workmanship appearing within a period of one-year after the date of initial acceptance of all said improvements. If SUBDIVIDER shall fail to remedy, restore, repair, or replace said defects, damages or imperfections as herein required, CITY may at its option, do so and recover the full cost and expense thereof from SUBDIVIDER.
24. This AGREEMENT shall bind the heirs, administrators, executors, successors, assigns and transferees of SUBDIVIDER. It is agreed and understood that the covenants in this AGREEMENT shall run with the land and are for the benefit of the other lands in the CITY OF MILPITAS, and are made by SUBDIVIDER expressly, its heirs, administrators, executors, successors, assigns and transferees and to the CITY, its successors and assigns.
25. Nothing contained in this AGREEMENT shall be construed to be a waiver, release or extension of any provision heretofore required by ordinance, resolution or order of the City Council of the CITY.
26. Time shall be of the essence of this AGREEMENT. All covenants herein contained shall be deemed to be conditions. The singular shall include the plural; the masculine gender shall include the feminine and neuter gender. All comments presented by SUBDIVIDER hereunder shall be subject to approval of the City Attorney as to form.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, the day and year first above written.

*Signed and Sealed this _____ day of _____, 2016.

CITY OF MILPITAS

SUBDIVIDER:

By: _____
Thomas C. Williams, City Manager

LAGO VISTA MILPITAS, LLC, a California
Limited Liability Company

By: _____

**By: _____
Name:
Title:

APPROVED AS TO FORM THIS

_____ day of _____, 2016

By: _____
Christopher Diaz, City Attorney

APPROVED AS TO SUFFICIENCY THIS

_____ day of _____, 2016

By: _____
Steven Machida, P.E.
Director of Engineering/City Engineer

* Date should be same as date on Page 1 of 6.

** It is essential that the signatures be acknowledged before a California Notary Public and proper acknowledgment shall be attached.